

05-835-CD  
M & T et al vs. M. Kerlin et al

M&T. Bank v. Michael Kerlin et al  
2005-835-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

No. 05-835-CD

COMPLAINT IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON A. MCKECHNIE, ESQ.  
PA I.D. #36268  
MARLENE J. BERNSTEIN, ESQ.  
PA ID# 43574  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

CERTIFICATE OF ADDRESS:  
2107 MORRISDALE ALLPORT HWY.  
A/K/A RR4, BOX 268  
MORRIS TOWNSHIP  
PARCEL NO. #124.0-Q11-000-00064

BERNSTEIN FILE NO. F0053876

FILED Atty pd. 85.00

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JUN 13 2005

W.A. Shaw  
Prothonotary/Clerk of Courts

Jan. 3, 2006 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

W.A. Shaw  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

No.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

COMPLAINT

1. M & T Bank, successor in interest to Keystone Financial Bank, is a corporation with offices at 1100 Wehrle Drive, 2nd Floor, Williamsville, NY 14221 and is hereinafter referred to as "Plaintiff".

2. Defendants Melanie D. Kerlin a/k/a Melanie D. Cartwright and Michael J. Kerlin, are adult individuals who reside at 2107 Morrisdale Allport Highway, a/k/a RR4 Box 268, Phillipsburg, Clearfield County, Pennsylvania 16866 and Walnut Lane (P.O. Box 78) Lanse, Pennsylvania 16849, respectively.

3. On or about November 26, 1999 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds Mortgage Book at Instrument #199919634. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.

4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note. A copy of said Note is attached hereto, marked Exhibit "2" and made a part hereof.

5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about November 5, 2004, Notices of Homeowner's Emergency Act of 1983 were sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974(P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notices. Said Notices Further advised Defendants of Defendant's rights and obligations in accordance with said Acts. Copies of said Notices are attached hereto, collectively marked Exhibit "3", and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$49,984.94.

9. Plaintiff is entitled to interest at the rate of 9.490% per annum. Interest due from May 23, 2004 through and including May 27, 2005 amounts to \$4,810.00.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$180.00.

11. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$237.72 as of May 27, 2005.

12. By the terms of the aforementioned mortgage, Defendants have agreed to pay reasonable attorney's fees in the amount of \$1,100.00 and which will increase at the rate of \$110.00 per hour depending on the extent of litigation required.

13. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed and refused to pay the aforesaid balance, interest, escrow advances, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$56,312.66 with continuing interest, late charges and escrow and corporate advances at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorneys for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

**BERNSTEIN FILE NO. F0053876**

MORTGAGE

18 # 37901120016

THIS MORTGAGE, dated November 26, 1999, is between you, MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT residing at RR 4 BOX 268 PHILIPSBURG PA 16866

the person or persons signing as "Mortgagor" below, and us.

Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105, the "Mortgagee".

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at

RR 4 BOX 268 PHILIPSBURG PA 16866

Street

MORRIS

CLEARFIELD

Pennsylvania

Block No.

l.o.t No.

(the "Premises")

Township / City / Municipality / Borough County A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the CLEARFIELD County Office for the Recording of Deeds, in Deed Book 1825

on Page(s) 255

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) 124-011-64

or  checked, on the reverse side. The

Premises includes all buildings and other improvements now or later on the premises and any rights or interest which derive from your ownership, use or possession of the Premises.

LOAN: The Mortgage will secure our loan to MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

(whether one or more persons called the "Borrower"), in the principal amount of \$ 57,850.00 plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated November 26, 1999. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

TAXES: You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

INSURANCE: You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for, at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss-payee. This means that we will receive payment on all insurance claims to the extent of our interest under this Mortgage, before you. It must also provide that we be given no less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to, perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance, in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole, or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law. In order to pay off what the Borrower owes on the Note, if the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference, unless you also signed the Note as a Borrower. In addition, we may: (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

WAIVERS: If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. Those rights may (i) be for your benefit or relief, (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

BINDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

GENERAL: We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

*MICHAEL J KERLIN*  
Mortgagor MICHAEL J KERLIN  
*Melanie D Cartwright*  
Mortgagor MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

(SEAL) Mortgagor  
(SEAL)  
(SEAL)

(SEAL)  
(SEAL)  
(SEAL)

100-11101-PA/ 1-5-04

EXHIBIT 1

PAGE 1 OF 4 PAGES

32 x 11

18 # 37901120016

**DESCRIPTION OF PREMISES**  
(Insert specific description of Premises, if necessary.)

**ALL THAT CERTAIN**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF CLEARFIELD**

83

On this the 26th day of November, 1999 before me, Mary Ann Crowell,  
the undersigned officer, personally appeared Michael J Kerlin and Melanie D Kerlin, known to me (or satisfactorily proven) to  
be the person(s) whose name(s) are are,  
subscribed as Owner to the instrument, and acknowledged that  
they executed the same for the purpose herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

*Mary Ann Crowell*  
Title of Officer

Commissioner of Clearfield County  
Commission Expires May 2000  
Member, Pennsylvania Association of Notaries

I certify that the within named MORTGAGEE Keystone Financial Bank, N.A. resides at

**One Keystone Plaza** **Harrisburg** **Dauphin** **17105**  
Street City/Municipality County Zip Code

*Mary Ann Crowell*  
Signature

Agent on behalf of Mortgagor

**COMMONWEALTH  
OF  
PENNSYLVANIA**

**MORTGAGE  
FROM**

**MICHAEL J KERLIN**  
**MELANIE D KERLIN AKA MELANIE D CARTWRIGHT**  
**RR 4 BOX 268 PHILIPEWOOD PA 16866**

**Mortgagor**

**KEYSTONE FINANCIAL BANK, N.A.**  
**One Keystone Plaza**  
**Harrisburg, PA 17105**

**Insert Name(s) of Mortgagor(s)**  
**TO**

**Recorder - Please return to:**

**Keystone Financial Bank, N.A.**  
**130 Court St**  
**Williamsport, PA 17701**

CRIMINAL 2A OF 2A

MORTCLIB/PA/ 1-5-99

32

**MORTGAGE**

18 # 37901120016

THIS MORTGAGE, dated November 26, 1999 is between you, MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT residing at RR 4 BOX 268 PHILIPSBURG PA 16866

The person or persons signing as "Mortgagor" below, and us

**Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105** the "Mortgagee".

**MORTGAGED PREMISES:** You mortgage, grant and convey to us the premises located at

RR 4 BOX 268 PHILIPSBURG PA 16866

Street

**MORRIS**

Township / City / Municipality / Borough

**CLEARFIELD**

County

Pennsylvania

Block No

(the "Premises")

Lot No

**CLEARFIELD**

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the County Office for the Recording of Deeds, in Deed Book 1825

on Page(s) 255

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) 124-011-64

or,  if checked, on the reverse side. The

Premises includes all buildings and other improvements now or later on the Premises and any rights or interest which derive from your ownership, use or possession of the Premises.

**LOAN:** The Mortgage will secure our loan to MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

whether one or more persons called the "Borrower"), in the principal amount of \$ 57,850.00 plus interests and costs, all of

which the Borrower must repay according to a note or agreement (the "Note") dated November 26, 1999. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

**OWNERSHIP:** You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

**TAXES:** You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

**MAINTENANCE:** You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s), except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

**INSURANCE:** You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss payee. This means that we will receive payment on all insurance claims, to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf, if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

**SECURITY INTEREST:** You will join with us in signing and filing documents and at your expense in doing whatever we believe is necessary to perfect and continue our security interest in the Premises.

**YOUR AUTHORITY TO US:** If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

**SALE OF PREMISES:** You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

**INSPECTION:** You will permit us to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** This Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

**DEFAULT:** A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises, (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, in the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

**WAIVERS:** If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

**BINDING EFFECT:** Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

**GENERAL:** We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

(SEAL)

Mortgagor

(SEAL)

Mortgagor MICHAEL J KERLIN

(SEAL)

Mortgagor MELANIE D KERLIN AKA MELANIE D CARTWRIGHT Mortgagor

ORIGINAL 1A OF 2A

mort11PA/1-5-99

**DESCRIPTION OF PREMISES**  
(Insert specific description of Premises, if necessary.)

ALL THAT CERTAIN

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER	199919834
RECORDED ON	NOV 20, 1999
	1:23:48 PM
RECORDING FEES -	\$13.00
COUNTY IMPROVEMENT	\$1.00
FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	\$0.50
STATE WILL TAX	\$15.50
TOTAL	\$11

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

On the 26th day of November, 1999 before me, Mary Ann Crowell the undersigned officer personally appeared Michael J and Melanie D Kerlin, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed as Owner to the instrument, and acknowledged that they executed the same for the purpose herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

*Mary Ann Crowell*  
Title of Officer

I certify that the within-named MORTGAGEE

**One Keystone Plaza**  
Street

**Keystone Financial Bank, N.A.**

resides at

**Harrisburg**  
City/Municipality

**Dauphin**  
County

**17105**  
Zip Code

Signature: *Mary Ann Crowell*

Agent on behalf of Mortgagor

**COMMONWEALTH  
OF  
PENNSYLVANIA**

MORTGAGE  
FROM  
MICHAEL J KERLIN  
MELANIE D KERLIN AKA MELANIE D CARTWRIGHT  
RR 4 BOX 268 PHILIPSBURG PA 16866

Mortgagor

**KEYSTONE FINANCIAL BANK, N.A.**  
**One Keystone Plaza**  
**Harrisburg, PA 17105**

Insert Name(s) of Mortgagor(s)  
TO

Recorder - Please return to:  
Keystone Financial Bank, N.A.  
130 Court St  
Williamsport, PA 17701

NOTE AND SECURITY AGREEMENT, Dated November 26, 1999

ANNUAL  
PERCENTAGE  
RATE  
The cost of your credit  
as a yearly rate

09.99

% \$ 57,155.73

FINANCE  
CHARGE  
The dollar amount the  
credit will cost you.

\$ 61,755.87

Amount Financed  
The amount of credit  
provided to you on  
your behalf.

NOTICE: If    
for separate itemization of Amount Financed.  
Itemization of Amount Financed

18 # 37901120016

for separate itemization of Amount Financed.

Itemization of Amount Financed

Total Principal Amount  
\$ 57,850.00  
Amount Financed  
\$ 61,755.87  
Amount given to you directly  
\$ 5,000.00  
Amount paid on your behalf  
\$ 0.00

Amount paid in others on your behalf  
to public officials

\$ 31.00

To insurance company  
\$ 3,905.87

DISCOVER CARD  
2,371.43

CITIBANK MC  
3,852.80

INBOC  
41,034.15

Your Payment Schedule will be:

Number of Payments  
180

Amount of Payments  
\$ 660.62

When Payments Are Due  
Monthly, beginning December 26, 1999

o means an estimate

Security: You are giving a security interest in:  
the goods or property being purchased.  
(b) (brief description of other property)

RR 4 BOX 268 PHILIPSBURG PA 16866

Filing Fees \$ 15.50

Late Charge: If a payment is not made within 15 days of its due date, you will be charged the lesser of 3% of the  
amount, or \$25.00, but in no event will the late charge be less than \$10.00.

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contact documents for any additional information about nonpayment, default, any required repayment in full  
before the scheduled date, and prepayment refunds and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You and the person (or persons) who signs as "Borrower" or "Co-Signer" below, if more than one person signs below, each of you will be liable separately and together, for all the obligations under this Note.

YOU PROMISE TO PAY US: Keystone Financial Bank, N.A., One Keystone Plaza, Harrisburg, PA 17105, or to our order, at any of our offices, the Amount

Financed, plus any unpaid charges and interest as provided below, in the number of equal monthly payments, shown in the Payment Schedule. Payments are due

beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part

of the balance due at any time without penalty or premium.

Security Agreement: As security for the prompt payment of the sums you owe, the automatic deduction from your Keystone Financial Bank, N.A. Electronic  
Checking, Resource Account, Free Checking or Classic Checking and/or Savings  
Account, your interest rate will be reduced by 2.5%. If the Borrower closes the  
account, the security interest in the following personal property, and its equipment and accessories:

(i) a security interest in the following personal property, and its equipment and  
accessories:

1.

2.

3.

4.

Our security interest includes parts, called "accessories," added to the personal  
property at any later time.

(ii) A Mortgage on:

RR 4 BOX 268 PHILIPSBURG PA 16866

All the property which secures this Note is called the "Collateral." Our rights and  
your responsibilities regarding any personal property Collateral are provided in this  
Security Agreement, which continues on the reverse side. Our rights in any real  
property, Collateral, are contained in the Mortgage. At your expense, you will  
cooperate and join with us in signing and filing documents and in taking any  
other steps which we deem necessary to perfect, maintain perfection of, and  
satisfy our security interest in the Collateral.

NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE. THIS NOTE IS  
UNSECURED.

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at  
the cost shown below. Single Credit Life and Single Credit Accident & Health Insurance and Single Credit Unemployment Insurance are available in any  
amount. Borrower signing for insurance below, Joint Credit Life Insurance is available to both Borrowers signing for such insurance above. No credit insurance will be  
provided unless the appropriate statement(s) is signed by the Borrower(s) to be insured and the costs shown below are included in the Amount Financed.

By signing, you want Single Credit Life Insurance, which costs 3,905.87  
and 3,905.87 for Single Credit Accident & Health Insurance, which costs N/A

By signing, you want Single Credit Unemployment Insurance, which costs N/A  
and N/A for Single Credit Unemployment Insurance, which costs N/A

Signature of Borrower to be insured for Single Credit Accident & Health Insurance  
Signature of Borrower to be insured for Single Credit Unemployment Insurance

What is your age? 24 Years  
What is your age? 24 Years  
By signing, you want Single Credit Life Insurance, which costs N/A  
and N/A for Single Credit Accident & Health Insurance, which costs N/A  
and N/A for Single Credit Unemployment Insurance, which costs N/A

AMERICAN SECURITY INSURANCE COMPANY, WILMINGTON, DELAWARE  
AMERICAN SECURITY INSURANCE COMPANY, WILMINGTON, DELAWARE

RR 4 BOX 268 PHILIPSBURG PA 16866  
Address  
RR 4 BOX 268 PHILIPSBURG PA 16866  
Address

NOTICE TO CO-SIGNER: You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will  
have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which  
may increase this amount.

The Creditor can collect this debt from you without first trying to collect from the Borrower. The Creditor can use the same collection methods against  
you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

CO-SIGNER'S SILENT AGREEMENT: You, the person (or persons) signing as "Co-Signer" below, promise to pay us, or to our order, the Amount Financed, plus  
interest and other charges, as provided in this Note. You intend to be jointly bound by all the terms of this Note, separately and together, with the Borrower. You agree  
to make this promise to include us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may  
seek immediate payment from you without making any prior demand for payment from the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature  
Co-Signer's Signature  
Co-Signer's Signature  
Co-Signer's Signature

Address  
Address  
Address  
Address

EXHIBIT 2  
PAGE 1 OF 1 PAGES

NOTICE: SEE SECOND PAGE FOR IMPORTANT INFORMATION  
Borrower - Copy / Lender - Original

NOTE:

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

**BERNSTEIN**  
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
EDWARD G. WEHRENBERG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM

Melanie D. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

**ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE**

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**EXHIBIT 3**

HOMEOWNER'S NAME(S): Melanie D. Kerlin  
PROPERTY ADDRESS: 2107 Morrisdale / Allport Hwy., Phillipsburg, PA 16866  
LOAN ACCT. NO. 88536550001  
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA  
CURRENT LENDER/SERVICER M&T BANK

#### HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the country in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program.

To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION**--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain/itemize): TITLE SEARCH \$130.00  
ATTORNEY FEE: 50.00

TOTAL AMOUNT PAST DUE: \$4,943.07

**HOW TO CURE THE DEFAULT**--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### HOW TO CONTACT THE LENDER:

Name of Lender: M&T BANK

Address: 1100 WEHRLE DRIVE, 2ND FLOOR, WILLIAMSVILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You  may or  may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546

NOTICE

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.

*Jeanne A. Nicholsen*  
Jeanne A. Nicholsen, Paralegal  
DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

# BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
EDWARD G. WEHRENBERG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

Michael J. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOME OWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTE NGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBITS

HOME OWNER'S NAME(S): Michael J. Kerlin

PROPERTY ADDRESS: 2107 Morrisdale / Allport Hwy., Phillipsburg, PA 16866

LOAN ACCT. NO. 88536550001

ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA

CURRENT LENDER/SERVICER M&T BANK

### HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the country in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program.

To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION**--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain/itemize): TITLE SEARCH \$130.00  
ATTORNEY FEE: 50.00

TOTAL AMOUNT PAST DUE: \$4,943.07

**HOW TO CURE THE DEFAULT**--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

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RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### HOW TO CONTACT THE LENDER:

Name of Lender: M&T BANK

Address: 1100 WEHRLE DRIVE, 2ND FLOOR, WILLIAMSVILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You        may or   X   may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAW SUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546

NOTICE

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Very truly yours,  
BERNSTEIN LAW FIRM, P.C.

*Jeanne A. Nichosen*  
Jeanne A. Nichosen, Paralegal  
DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that she is the Banking Officer for the Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.

  
\_\_\_\_\_  
Barbara Maute  
Assistant Vice-President

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **100548**

M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK

Case # **05-835-CD**

vs.

MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**SHERIFF RETURNS**

NOW August 02, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHAEL J. KERLIN, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

**FILED**

019-41821  
AUG 17 2005

William A. Shaw  
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 100548  
NO: 05-835-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK successor in interest to  
KEystone FINANCIAL BANK

VS.

DEFENDANT: MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**SHERIFF RETURN**

NOW, July 12, 2005 AT 8:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON  
MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT DEFENDANT AT MEETING PLACE, RT. 53, ALLPORT,  
CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MELANIE D. KERLIN, DEFENDANT A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE  
CONTENTS THEREOF.

SERVED BY: NEVLING /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100548  
NO: 05-835-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: M&T BANK successor in interest to  
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vs.

DEFENDANT: MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**SHERIFF RETURN**

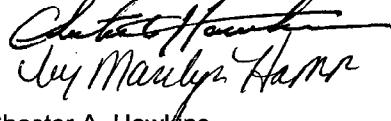
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	34121	20.00
SHERIFF HAWKINS	BERNSTEIN	34121	80.00
SHERIFF HAWKINS	"	34539	53.16

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

No. 05-835-CD

COMPLAINT IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON A. MCKECHNIE, ESQ.  
PA I.D. #36268  
MARLENE J. BERNSTEIN, ESQ.  
PA ID# 43574  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

CERTIFICATE OF ADDRESS:  
2107 MORRISDALE ALLPORT HWY.  
A/K/A RR4, BOX 268  
MORRIS TOWNSHIP  
PARCEL NO. #124.0-Q11-000-00064

BERNSTEIN FILE NO. F0053876

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 13 2005

Attest.

*William L. Shan*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
to KEYSTONE FINANCIAL BANK

Plaintiff

vs.

No.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT

Defendants

**NOTICE AND COMPLAINT**

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

COMPLAINT

1. M & T Bank, successor in interest to Keystone Financial Bank, is a corporation with offices at 1100 Wehrle Drive, 2nd Floor, Williamsville, NY 14221 and is hereinafter referred to as "Plaintiff".
2. Defendants Melanie D. Kerlin a/k/a Melanie D. Cartwright and Michael J. Kerlin, are adult individuals who reside at 2107 Morrisdale Allport Highway, a/k/a RR4 Box 268, Phillipsburg, Clearfield County, Pennsylvania 16866 and Walnut Lane (P.O. Box 78) Lanse, Pennsylvania 16849, respectively.
3. On or about November 26, 1999 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds Mortgage Book at Instrument #199919634. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note. A copy of said Note is attached hereto, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about November 5, 2004, Notices of Homeowner's Emergency Act of 1983 were sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974(P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notices. Said Notices Further advised Defendants of Defendant's rights and obligations in accordance with said Acts. Copies of said Notices are attached hereto, collectively marked Exhibit "3", and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$49,984.94.

9. Plaintiff is entitled to interest at the rate of 9.490% per annum. Interest due from May 23, 2004 through and including May 27, 2005 amounts to \$4,810.00.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$180.00.

11. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$237.72 as of May 27, 2005.

12. By the terms of the aforementioned mortgage, Defendants have agreed to pay reasonable attorney's fees in the amount of \$1,100.00 and which will increase at the rate of \$110.00 per hour depending on the extent of litigation required.

13. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed and refused to pay the aforesaid balance, interest, escrow advances, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$56,312.66 with continuing interest, late charges and escrow and corporate advances at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorneys for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219

BERNSTEIN FILE NO. F0053876

MORTGAGE

18 # 3/901120016

THIS MORTGAGE, dated November 26, 1999, is between you, MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT residing at RR 4 BOX 268 PHILIPSBURG PA 16866

the person or persons signing as "Mortgagor" below, and us, Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105, the "Mortgagee".

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at:

RR 4 BOX 268 PHILIPSBURG PA 16866

Street

MORRIS

CLEARFIELD

Pennsylvania

Block No.

Lot No.

(the "Premises")

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the CLEARFIELD County Office for the Recording of Deeds, in Deed Book 1825, on Page(s) 255

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) 124-011-64 or  checked on the reverse side. The

Premises includes all buildings and other improvements now or later on the premises and any rights or interest which derive from your ownership, use or possession of the Premises.

LOAN: The Mortgage will secure our loan to MICHAEL J KERLIN and MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

(whether one or more persons called the "Borrower"), in the principal amount of \$ 157,850.00 plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated November 26, 1999. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

TAXES: You will pay all real estate taxes, assessments, water charges, and sewer rents relating to the Premises, when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

INSURANCE: You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of insurance. The policies must name us as loss-payers. This means that we will receive payment on all insurance claims to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf. If you fail or refuse to do so, we may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and all your expense in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer, ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, we will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises, and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

WAIVERS: If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief, (ii) limit the amount you owe, (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or, (iv) provide for a stay of execution or other process.

BINDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

GENERAL: We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

*Michael J. Kerlin*  
Mortgagor MICHAEL J KERLIN  
*Melanie D. Kerlin*  
Mortgagor MELANIE D KERLIN AKA MELANIE D CARTWRIGHT

(SEAL) Mortgagor  
(SEAL)

EXHIBIT  
4  
(SEAL)  
(SEAL)

ORIGINAL 1A DT 21

MORTGAGE 1A 1-5-99

PAGE

OF

4 PAGES

18 # 37901120016

**DESCRIPTION OF PREMISES**  
(Insert specific description of Premises, if necessary.)

**ALL THAT CERTAIN**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF CLEARFIELD**

**ss.**

On this the 26th day of November, 1999, before me, Mary Ann Crowell the undersigned officer, personally appeared Michael J. and Melanie D. Kerlin, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed as Owner to the instrument, and acknowledged that they executed the same for the purpose herein contained and desired it to be recorded as such

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires:

*Mary Ann Crowell*

Title of Officer

1. Lwp. Grant Hold County  
2. Comm. on Expires May 25, 2000  
Member, Pennsylvania Association of Notaries

I certify that the within named MORTGAGEE, Keystone Financial Bank, N.A., resides at

One Keystone Plaza, Harrisburg, Dauphin, 17105  
Street City/Municipality County Zip Code

Signature *Mary Ann Crowell*  
Agent on behalf of Mortgagor

**COMMONWEALTH  
OF  
PENNSYLVANIA**

**MORTGAGE  
FROM**

MICHAEL J KERLIN  
MELANIE D KERLIN AKA MELANIE D. CARTWRIGHT  
RR 4 BOX 268 PHILIPSBURG PA 16856

**Mortgagor**

KEYSTONE FINANCIAL BANK, N.A.  
One Keystone Plaza  
Harrisburg, PA 17105

Insert Name(s) of Mortgagor(s)  
TO

**Recorder - Please return to:**

Keystone Financial Bank, N.A.  
130 Court St.  
Williamsport, PA 17701

ORIGINAL 2A OF 2A

**MORTGAGE**

18 # 37901120016

THIS MORTGAGE, dated November 26, 1999 is between you MICHAEL J. KERLIN and MELANIE D. KERLIN AKA  
MELANIE D. CARTWRIGHT, residing at RR 4 BOX 268 PHILIPSBURG PA 16866

the person or persons signing as "Mortgagor" below, and us.

**Keystone Financial Bank, N.A. One Keystone Plaza, Harrisburg, PA 17105** the "Mortgagee".

**MORTGAGED PREMISES:** You mortgage, grant and convey to us the premises located at

RR 4 BOX 268 PHILIPSBURG PA 16866

Street

**MORRIS**

**CLEARFIELD**

Pennsylvania

(the "Premises")

Township / City / Municipality / Borough

County

Block No.

Lot No.

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the **CLEARFIELD** County Office for the Recording of Deeds, in Deed Book 1825 on Page(s) 255.

Tax Parcel Number, (or other Uniform Parcel Identifier, if any) **124-011-64**

If checked on the reverse side, the

Premises includes all buildings and other improvements now or later on the premises and any rights or interests which derive from your ownership, use or possession of the Premises.

**LOAN:** The Mortgage will secure our loan to **MICHAEL J. KERLIN and MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT**

(whether one or more persons called the "Borrower"), in the principal amount of \$ **57,850.00** plus interests and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated **November 26, 1999**.

The Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

**OWNERSHIP:** You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

**TAXES:** You will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

**MAINTENANCE:** You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

**INSURANCE:** You will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss-payee. This means that we will receive payment on all insurance claims to the extent of our interest under this Mortgage before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage for any reason. Upon request you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf. You fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

**SECURITY INTEREST:** You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

**YOUR AUTHORITY TO US:** If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

**SALE OF PREMISES:** You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

**INSPECTION:** You will permit us to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

**DEFAULT:** A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises, (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

**WAIVERS:** If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

**BINDING EFFECT:** Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

**GENERAL:** We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

Original 1A of 2A

(SEAL)

Mortgagor

(SEAL)

Mortgagor **MICHAEL J. KERLIN**

(SEAL)

Mortgagor **MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT** Mortgagor

model/PAY-1-5-99

**DESCRIPTION OF PREMISES**  
 (Insert specific description of Premises, if necessary.)

**ALL THAT CERTAIN**

KAREN L. STARCK	REGISTER AND RECORDER
CLEARFIELD COUNTY	PENNSYLVANIA
INSTRUMENT NUMBER	
199219634	
RECORDED ON	
NOV 27 1992	
1:23:48 PM	
RECORDING FEES	\$1.00
RECORDER	\$1.00
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	\$1.00
STATE IMPRT TAX	\$0.50
TOTAL	
\$15.50	

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF CLEARFIELD**

On this the 26th day of November, 1992, before me, Mary Ann Crowell, known to me (or satisfactory proven) to be the officer personally appeared Michael J. and Melanie D. Kerlin, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed as Owner to the instrument and acknowledged that they executed the same for the purpose herein contained and desired it to be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal. My Commission Expires

*Mary Ann Crowell*  
Title of Officer

I certify that the within named MORTGAGEE

**One Keystone Plaza**  
Street

*Mary Ann Crowell*  
Signature

Agent on behalf of Mortgagor

**Keystone Financial Bank, N.A.**

**Harrisburg**  
City/Municipality

**Dauphin**  
County

resides at  
**17105**  
Zip Code

**COMMONWEALTH  
OF  
PENNSYLVANIA**

**MORTGAGE  
FROM**  
**MICHAEL J. KERLIN**  
**MELANIE D. KERLIN AKA MELANIE D. CARTWRIGHT**  
**RR 4 BOX 268 PHILIPSBURG PA 16866**

**Insert Name(s) of Mortgagor(s)**  
**TO**

**Mortgagor**  
**KEYSTONE FINANCIAL BANK, N.A.**  
**One Keystone Plaza**  
**Harrisburg, PA 17105**

**Recorder - Please return to**  
**Keystone Financial Bank, N.A.**  
**130 Court St**  
**Williamsport, PA 17701**

OFFICIAL RECORD

NOTE AND SECURITY AGREEMENT, Dated November 26, 1999

NOTICE: If

18 # 37901120016  
...or separate itemization of Amount Financed.  
Itemization of Amount Financed

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The amount you will have paid after you have made all scheduled payments
09.99	\$ 57,155.73	\$ 61,755.87	\$ 118,911.60
			o means an estimate
Your Payment Schedule will be:	Number of Payments	Amount of Payments	When Payments Are Due
180	s 660.62		Monthly, beginning December 26, 1999

Security: You are giving a security interest in:  
the goods or property being purchased  
(brief description of other property)

RR 4 BOX 268 PHILIPSBURG PA 16866

Filing Fees \$ 15.50

Late Charge: If a payment is not made within 15 days of its due date, you will be charged the lesser of 3% of the payment, \$25.00, but in no event will the late charge be less than \$10.00.

Prepayment: If you pay off early, you will not have to pay a penalty. See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note. You promise to pay to us, or to our order, at any of our offices, the Amount Financed, plus any prepaid charges and interest as provided below, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full. You may pay in advance all or part of the balance due at any time without penalty or premium.

Security Agreement: As security for the prompt payment of the sum you owe, the automatic deduction from your Keystone Financial Bank, N.A. Electronic Checking, Resource Account, Free Checking or Classic Checking and/or Savings Account, your interest rate will be reduced by  $\frac{50}{50}$ %. If the Borrower closes the checking and/or savings account, or if the automatic payment authorization is canceled at any time for any reason, whether by the Borrower or the Lender, the interest rate and payment will revert back to the contract terms.

AUTOMATIC PAYMENT: If you have chosen to have your monthly payments automatically deducted from your Keystone Financial Bank, N.A. Electronic Checking, Resource Account, Free Checking or Classic Checking and/or Savings Account, your interest rate will be reduced by  $\frac{50}{50}$ %. If the Borrower closes the checking and/or savings account, or if the automatic payment authorization is canceled at any time for any reason, whether by the Borrower or the Lender, the interest rate and payment will revert back to the contract terms.

HOW INTEREST IS CHARGED: The Finance Charge consists only of interest immediately on the outstanding balance of the Amount Financed at the Annual Percentage Rate. The Finance Charge shown above was figured by assuming that the Borrower's were received on their due dates. If any payment is late, you must pay more Finance Charge than is shown because of the additional interest imposed. If you pay early, the Finance Charge will be less. The amount of the increase or decrease in Finance Charge will be due with the last payment, which will be modified to reflect the actual amount then due.

SET-OFF: The law gives us a right of set-off in any of your property in our possession at any time including deposit accounts. This means that, if you default, we may exercise our right of set-off and apply any of your property in our possession, including deposit accounts to the sums you owe on this Note.

FLOOD INSURANCE: If checked,  insurance is required against flood damage to improved real property or mobile home. Collateral

PROPERTY INSURANCE: If this Note is secured, insurance against property damage to the collateral not in our possession is required for the full amount of the Note. FLOOD INSURANCE AND PROPERTY INSURANCE MAY BE OBTAINED THROUGH ANY AGENT, BROKER OR OTHER PERSON OF YOUR CHOICE. See Insurance in Section 2.4 of the Security Agreement on the reverse side.

Our security interest includes parts, called "accessories," added to the personal property at any later time.

(ii) a Mortgage upon:

RR 4 BOX 268 PHILIPSBURG PA 16866

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property, collateral are provided in this Security Agreement, which continues from the date of this Note. Our rights in any real property collateral are limited to the Mortgage. At your expense, we will cooperate with you in signing and filing documents and in taking any actions which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral. IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE THIS NOTE IS UNSECURED.

CREDIT INSURANCE IS NOT REQUIRED: Subject to acceptance by the insurer named below, credit insurance is available through us, for the term of this Note at the cost(s) shown below. Single Credit Life and Single Credit Accident & Health Insurance and Single Credit Unemployment Insurance are available to any one Borrower signing for insurance below. Joint Credit Life Insurance is available to both Borrowers signing the same insurance below. No credit insurance will be provided unless the appropriate statements is signed by the Borrower(s) and the cost(s) shown below and the cost(s) shown below are included in this Amount Financed.

By signing, you want Single Credit Life Insurance, which costs \$ 3,905.87

By signing, you want Single Credit Accident & Health Insurance, which costs \$ N/A

By signing, you want Single Credit Unemployment Insurance, which costs \$ N/A

Signature of Borrower to be insured for Single Credit Life Insurance

What is your age? 24 Years

Signature of Borrower to be insured for Single Credit Accident & Health Insurance

What is your age? 24 Years

Signature of Borrower to be insured for Single Credit Unemployment Insurance

What is your age? 24 Years

Signature of both Borrowers to be insured for Joint Credit Life Insurance

AMERICAN SECURITY INSURANCE COMPANY, WILMINGTON, DELAWARE

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE SECOND PAGE ARE PART OF THIS NOTE.

BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.

YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

(SEAL) RR 4 BOX 268 PHILIPSBURG PA 16866

Address

Date

Address

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORIA A. GIBSON (PA)

# BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
EDWARD G. WEHRENBERG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM

Melanie D. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

**EXHIBIT 3**

HOME OWNER'S NAME(S): Melanie D. Kerlin  
PROPERTY ADDRESS: 2107 Morrisdale/Allport Hwy., Phillipsburg, PA 16866  
LOAN ACCT. NO. 88536550001  
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA  
CURRENT LENDER/SERVICER M&T BANK

### HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the country in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program.

To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION**--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain/itemize): TITLE SEARCH \$130.00  
ATTORNEY FEE: 50.00

TOTAL AMOUNT PAST DUE: \$4,943.07

**HOW TO CURE THE DEFAULT**--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### HOW TO CONTACT THE LENDER:

Name of Lender: M&T BANK

Address: 1100 WEHRLE DRIVE, 2<sup>ND</sup> FLOOR, WILLIAMSVILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

EFFECT OF SHERIFF'S SALE--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

ASSUMPTION OF MORTGAGE--You        may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CLEARFIELD COUNTY

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546

NOTICE

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.

*Jeanne A. Nicholson*  
Jeanne A. Nicholson, Paralegal

DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

# BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
EDWARD G. WEHRENBERG (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219 1-800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM

Michael J. Kerlin  
2107 Morrisdale/Allport Hwy  
Phillipsburg, PA 16866

November 5, 2004

## ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

This is an official notice that the mortgage on your home is in default, and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOME OWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

This Notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA, PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

EXHIBIT B

HOME OWNER'S NAME(S): Michael J. Kerlin  
PROPERTY ADDRESS: 2107 Morrisdale/ Allport Hwy., Phillipsburg, PA 16866  
LOAN ACCT. NO. 88536550001  
ORIGINAL LENDER KEYSTONE FINANCIAL BANK, NA  
CURRENT LENDER/SERVICER M&T BANK

### HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

IF YOU COMPLY WITH THE PROVISIONS OF THE HOME OWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE:

IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,

IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

TEMPORARY STAY OF FORECLOSURE--Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face-to-face" meeting with one of the consumer credit counseling agencies listed at the end of this Notice. THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT", EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.

CONSUMER CREDIT COUNSELING AGENCIES--If you meet with one of the consumer credit counseling agency listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the country in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

APPLICATION FOR MORTGAGE ASSISTANCE--Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program.

To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

**YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.**

**AGENCY ACTION**--Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).**

**NATURE OF THE DEFAULT**--The MORTGAGE debt held by the above lender on your property located at: 2107 Morrisdale/Allport Hwy, Phillipsburg, PA 16866

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: MAY THROUGH NOVEMBER OF 2004 AT \$660.62 FOR A TOTAL OF \$4,624.34 AND LATE CHARGES OF \$138.73 FOR A TOTAL AMOUNT OF \$4,763.07

Other charges (explain/itemize): TITLE SEARCH \$130.00  
ATTORNEY FEE: 50.00

**TOTAL AMOUNT PAST DUE: \$4,943.07**

**HOW TO CURE THE DEFAULT**--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$4,943.07, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to: M&T BANK, 1100 WEHRLE DRIVE, WILLIAMSVILLE, NY 14221

**IF YOU DO NOT CURE THE DEFAULT**--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

**IF THE MORTGAGE IS FORECLOSED UPON**--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAYS period, you will not be required to pay attorney's fees.

**OTHER LENDER REMEDIES**--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE**--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**--It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately 3 months after the date of this Notice. A notice of the actual date of The Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: M&T BANK

Address: 1100 WEHRLE DRIVE, 2ND FLOOR, WILLIAMS VILLE, NY 14221

Phone Number: 716-630-4924

Contact Person: ALICIA OLIVER

**EFFECT OF SHERIFF'S SALE**--You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

**ASSUMPTION OF MORTGAGE**--You        may or X may not (CHECK ONE) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS, TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY**

**CLEARFIELD COUNTY**

Keystone Economic Development Corporation  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
FAX #(814) 539-1688

Indiana County Community  
Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(412) 465-2657  
FAX #(412) 465-5118

Consumer Credit Counseling Service of  
Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546

NOTICE

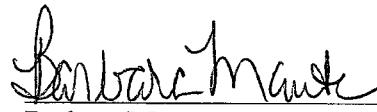
• THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS LAW FIRM WILL PRESUME THIS DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF IT WITHIN 30 DAYS OF RECEIPT OF THIS LETTER. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ALL OR A PORTION OF THIS DEBT, WE WILL OBTAIN AND SEND TO YOU VERIFICATION OF THE DEBT OR A COPY OF ANY JUDGMENT AGAINST YOU ARISING OUT OF THIS DEBT. ALSO, UPON WRITTEN REQUEST WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CREDITOR NAMED ABOVE. WE RESERVE RIGHT TO TAKE LEGAL ACTION WITHIN THE 30 DAY VALIDATION PERIOD IF OUR CLIENT INSTRUCTS US TO DO SO.

Very truly yours,  
BERNSTEIN LAW FIRM, P.C.

*Jeanne A. Nichoken*  
Jeanne A. Nichoken, Paralegal  
DIRECT DIAL: 412-456-8119  
BERNSTEIN FILE NO F0038730

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that she is the Banking Officer for the Plaintiff herein, that she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to the best of her knowledge, information and belief.



Barbara Maute  
Assistant Vice-President

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE  
IN ACCORDANCE WITH PA R.C.P. 430

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Bernstein Law Firm, P.C.  
Firm #718  
2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

BERNSTEIN FILE NO. F0053876

**FILED** 5ccAtty Bentz  
01/25/05  
NOV 01 2005  
(to deliver for  
Lori Gibson)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE IN ACCORDANCE WITH THE  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 430

AND NOW, comes M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA , Plaintiff above-named, and prays this Honorable Court as follows:

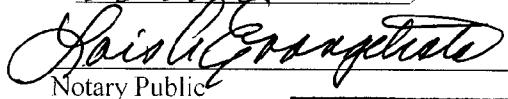
1. Plaintiff filed a Complaint in Mortgage Foreclosure on June 13, 2005 and has been unable to obtain service of the Notice and Complaint on the Defendant, Michael J. Kerlin, only, through the office of the Sheriff of CLEARFIELD County, Pennsylvania.
2. Plaintiff has made diligent search for the Defendant, Michael J. Kerlin, as is more fully set forth in the SUPPORTING AFFIDAVIT, which is attached hereto, marked as Exhibit "A" and made a part hereof.
3. Plaintiff prays that this Honorable Court will enter an appropriate Order of Court authorizing alternative service by posting a copy of the Complaint to the mortgaged premises, and by regular mail to Defendant, Michael J. Kerlin's last known address.

9. That Plaintiff's counsel received a copy of Defendant, Michael J. Kerlin's credit report, which indicates P.O. Box 78, Lanse, PA 16849 as the Defendant's current address.

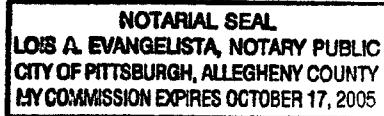
And further the Affiant sayeth naught.



Sworn to and subscribed  
before me this 13th day  
of October, 2005



Notary Public



Not home." A true and correct copy of the Return of Service is attached hereto, marked as Exhibit "1" and made a part hereof.

4. That Plaintiff's counsel made inquiry of the U.S. Post Office for confirmation of address information.

5. The postal authorities advised that P.O. Box 78, Lanse, PA 16849 is the correct address for the Defendant, MICHAEL J. KERLIN, only, as evidenced by the Post Office response attached hereto, marked as Exhibit "2" and made a part hereof.

6. That Directory Assistance was unable to confirm a street address for the Defendant, MICHAEL J. KERLIN, only.

7. That Voter Registration for CLEARFIELD County, was unable to confirm MICHAEL J. KERLIN is registered to vote in CLEARFIELD County.

8. That CLEARFIELD County Tax Assessment Office was able to confirm that the Defendant owns property in CLEARFIELD County and reported RR4 Box 268 Philipsburg PA 16866 as the last known address for the Defendant.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **100548**

M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK

Case # **05-835-CD**

vs.

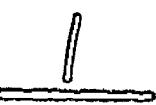
MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**COPY**

**SHERIFF RETURNS**

NOW August 02, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHAEL J. KERLIN, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

**DET** 

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

**BERNSTEIN**  
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
KIRK B. BURKLEY (PA)  
DEBORAH R. ERBSTEIN (PA)  
CHRISTOPHER M. BOBACK (PA)  
HEIDI A. KORDISH (PA)  
SHERRY MAGRETTI HAMILTON (PA)  
PETER J. ASHCROFT ((PA))

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM MAIL@BERNSTEINLAW.COM

Postmaster,  
Lanse, PA 16849

September 8, 2005

Subject: Request for Information

Re: M & T Bank  
Vs: Michael Kerlin  
2107 Morrisdale Allport Hwy  
Philipsburg PA 16866  
**BERNSTEIN FILE NO. F0053876**

Sir:

**Request for Change of Address or Boxholder  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and address (if a boxholder) for the following:

Name: Michael Kerlin  
Address: P.O. Box 78, Walnut Lane, Lanse, PA 16849

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. State or regulation that empower me to serve process (not required when requester is an attorney or a party acting *pro se* must cite statute): \_\_\_\_\_
3. The name of all known parties to the litigation: M & T Bank VS. Michael Kerlin
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA, CIVIL DIVISION
5. The docket or other identifying number if one has been issued: \_\_\_\_\_
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

WARNING

EXHIBIT 2

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Signature

Suite 2200 Gulf Tower

Address

T.J. Chapman  
Printed Name

PITTSBURGH, PA 15219

City, State, ZIP Code

**FOR POST OFFICE USE ONLY**

**POSTMARK**

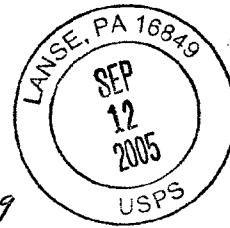
- Not known at address given.
- Moved, left no forwarding address.
- No such address.
- Correct address.
- New address
- Box holder's name and address

File No. F0053876

**NAME and STREET ADDRESS**

Knor Run Rd  
Lanse, PA

*Connect mailing  
address' is: P.O.Box 78  
Lanse, PA  
16849*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

AFFIDAVIT IN SUPPORT OF MOTION FOR ALTERNATE SERVICE  
PURSUANT TO PA R.C.P. 430

AND NOW, comes Lori A. Gibson, Esquire, who upon being duly sworn  
according to law deposes and says as follows:

1. That she is an attorney at law duly licensed to practice in the Commonwealth of Pennsylvania.
2. That she is the attorney representing the Plaintiff, M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA.
3. That after filing of the Complaint, the Sheriff of Clearfield County made a RETURN OF SERVICE, in which he advised that he had been unable to make service upon the Defendant, MICHAEL J. KERLIN, only, at his last known address of 2107 Morrisdale Allport Hwy 1/k/a RR4 Box 268 Philipsburg PA 16866, "Not Found as to Michael J. Kerlin, Defendant, Attempted,

WHEREFORE Plaintiff motions this Honorable Court to enter an Order, pursuant to Pa.R.C.P. 430, authorizing the Plaintiff to serve the Defendant, MICHAEL J. KERLIN, only, by posting the mortgaged premises located at RR4 Box 268, Phillipsburg, PA 16866 and by regular mail to Defendant, Michael J. Kerlin's last known address of P.O. Box 78, Lanse, PA 16849 in accordance with PA. R.C.P. 430.

Respectfully Submitted,

BERNSTEIN LAW FIRM, P.C.

BY:   
LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Firm #718  
2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. F0053876**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE  
IN ACCORDANCE WITH PA R.C.P. 430

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Bernstein Law Firm, P.C.  
Firm #718  
2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

BERNSTEIN FILE NO. F0053876

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

NOV 01 2005

Attest.

*William L. Shan*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

MOTION FOR ALTERNATE SERVICE IN ACCORDANCE WITH THE  
PENNSYLVANIA RULE OF CIVIL PROCEDURE 430

AND NOW, comes M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA , Plaintiff above-named, and prays this Honorable Court as follows:

1. Plaintiff filed a Complaint in Mortgage Foreclosure on June 13, 2005 and has been unable to obtain service of the Notice and Complaint on the Defendant, Michael J. Kerlin, only, through the office of the Sheriff of CLEARFIELD County, Pennsylvania.
2. Plaintiff has made diligent search for the Defendant, Michael J. Kerlin, as is more fully set forth in the SUPPORTING AFFIDAVIT, which is attached hereto, marked as Exhibit "A" and made a part hereof.
3. Plaintiff prays that this Honorable Court will enter an appropriate Order of Court authorizing alternative service by posting a copy of the Complaint to the mortgaged premises, and by regular mail to Defendant, Michael J. Kerlin's last known address.

9. That Plaintiff's counsel received a copy of Defendant, Michael J. Kerlin's credit report, which indicates P.O. Box 78, Lanse, PA 16849 as the Defendant's current address.

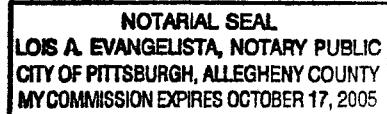
And further the Affiant sayeth naught.



Sworn to and subscribed  
before me this 13th day  
of October, 2005



Notary Public



Not home." A true and correct copy of the Return of Service is attached hereto, marked as Exhibit "1" and made a part hereof.

4. That Plaintiff's counsel made inquiry of the U.S. Post Office for confirmation of address information.

5. The postal authorities advised that P.O. Box 78, Lanse, PA 16849 is the correct address for the Defendant, MICHAEL J. KERLIN, only, as evidenced by the Post Office response attached hereto, marked as Exhibit "2" and made a part hereof.

6. That Directory Assistance was unable to confirm a street address for the Defendant, MICHAEL J. KERLIN, only.

7. That Voter Registration for CLEARFIELD County, was unable to confirm MICHAEL J. KERLIN is registered to vote in CLEARFIELD County.

8. That CLEARFIELD County Tax Assessment Office was able to confirm that the Defendant owns property in CLEARFIELD County and reported RR4 Box 268 Philipsburg PA 16866 as the last known address for the Defendant.

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **100548**

M&T BANK successor in interest to  
KEYSTONE FINANCIAL BANK

Case # **05-835-CD**

VS.

MICHAEL J. KERLIN and MELANIE D. KERLIN a/k/a  
MELANIE D. CARTWRIGHT

**COPY**

**SHERIFF RETURNS**

NOW August 02, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN  
MORTGAGE FORECLOSURE "NOT FOUND" AS TO MICHAEL J. KERLIN, DEFENDANT. ATTEMPTED, NOT HOME.

SERVED BY: /

**EXHIBIT** 1

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

# BERNSTEIN

LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
KIRK B. BURKLEY (PA)  
DEBORAH R. ERBSTEIN (PA)  
CHRISTOPHER M. BOBACK (PA)  
HEIDI A. KORDISH (PA)  
SHERRY MAGRETTI HAMILTON (PA)  
PETER J. ASHCROFT (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3197 412-456-8100 FAX 412-456-8135  
WWW.BERNSTEINLAW.COM

Postmaster,  
Lanse, PA 16849

September 8, 2005

Subject: Request for Information

Re: M & T Bank  
Vs: Michael Kerlin  
2107 Morrisdale Allport Hwy  
Philipsburg PA 16866  
BERNSTEIN FILE NO. F0053876

Sir:

### **Request for Change of Address or Boxholder Information Needed for Service of Legal Process**

Please furnish the new address or the name and address (if a boxholder) for the following:

Name: Michael Kerlin  
Address: P.O. Box 78, Walnut Lane, Lanse, PA 16849

NOTE: The name and last known address are required for change of address information. The name, if known, and post office box address are required for boxholder information.

The following information is provided in accordance with 39 CFR 265.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g. process server, attorney, party representing himself): ATTORNEY
2. State or regulation that empower me to serve process (not required when requester is an attorney or a party acting *pro se* must cite statute): \_\_\_\_\_
3. The name of all known parties to the litigation: M & T Bank VS. Michael Kerlin
4. The court in which the case has been or will be heard: COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA, CIVIL DIVISION
5. The docket or other identifying number if one has been issued: \_\_\_\_\_
6. The capacity in which this individual is to be served (e.g. defendant or witness): DEFENDANT

WARNING

EXHIBIT

2

THE SUBMISSION OF FALSE INFORMATION TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OR BOXHOLDER INFORMATION FOR ANY PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000 OR IMPRISONMENT OR (2) TO AVOID PAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION OF NOT MORE THAN 5 YEARS, OR BOTH (TITLE 18 U.S.C. SECTION 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Signature

T.J. Chapman  
Printed Name

Suite 2200 Gulf Tower  
Address

PITTSBURGH, PA 15219  
City, State, ZIP Code

**FOR POST OFFICE USE ONLY**

POSTMARK

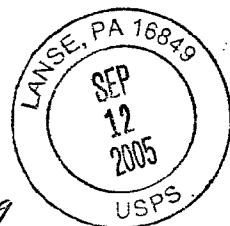
Not known at address given.  
 Moved, left no forwarding address.  
 No such address.  
 Correct address.  
 New address  
 Box holder's name and address

File No. F0053876

NAME and STREET ADDRESS

Knox Run Rd  
Lanser, PA

*Connect mailing  
address' is: P.O.Box 78  
Lanser, PA  
16849*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in  
interest to KEYSTONE  
FINANCIAL BANK, NA

Plaintiff(s),

CIVIL ACTION NO. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendant(s),

AFFIDAVIT IN SUPPORT OF MOTION FOR ALTERNATE SERVICE  
PURSUANT TO PA R.C.P. 430

AND NOW, comes Lori A. Gibson, Esquire, who upon being duly sworn  
according to law deposes and says as follows:

1. That she is an attorney at law duly licensed to practice in the Commonwealth of Pennsylvania.
2. That she is the attorney representing the Plaintiff, M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA.
3. That after filing of the Complaint, the Sheriff of Clearfield County made a RETURN OF SERVICE, in which he advised that he had been unable to make service upon the Defendant, MICHAEL J. KERLIN, only, at his last known address of 2107 Morrisdale Allport Hwy v/k/a RR4 Box 268 Philipsburg PA 16866, "Not Found as to Michael J. Kerlin, Defendant, Attempted,

WHEREFORE Plaintiff motions this Honorable Court to enter an Order, pursuant to Pa.R.C.P. 430, authorizing the Plaintiff to serve the Defendant, MICHAEL J. KERLIN, on v. by posting the mortgaged premises located at RR4 Box 268, Phillipsburg, PA 16866 and by regular mail to Defendant, Michael J. Kerlin's last known address of P.O. Box 78, Lanse, PA 16849 in accordance with PA. R.C.P. 430.

Respectfully Submitted,

BERNSTEIN LAW FIRM, P.C.

BY:   
LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Firm #718  
2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. F0053876**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in \*  
In interest to KEYSTONE \*  
FINANCIL BANK, NA \*  
Plaintiffs \*  
\*  
\*  
\*  
\*  
vs \* No. 05-835-CD  
\*  
\*  
\*  
\*  
MICHAEL KERLIN AND \*  
MELANIE KERLIN AKA \*  
MELANIE CARTWRIGHT, \*  
Defendants \*  
\*

SCHEDULING ORDER

AND NOW, this 2<sup>nd</sup> day of November, 2005, upon  
consideration of the Plaintiff's Motion for Alternate Service  
filed by Lorie A. Gibson, Attorney for Plaintiff, a hearing is  
hereby scheduled for the 7<sup>th</sup> day of December, 2005, at  
3:00PM. in Court Room No. 1 of the Clearfield County  
Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge

**FILED**

O 1:37 PM 6K

NOV 03 2005

5 CC TO  
ATTY PENTZ  
(FOR LORI GIBSON)

William A. Shaw   
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M&T BANK, successor in interest to  
KEYSTONE FINANCIAL BANK, NA

Plaintiff,

No. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

AFFIDAVIT OF SERVICE  
OF SCHEDULING ORDER

Defendants,

Filed on Behalf of:

Plaintiff

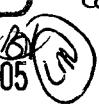
Counsel of Record for this Party:

LORI A. GIBSON, ESQUIRE  
Pa. I.D. #68013

HEIDI A. KORDISH, ESQUIRE  
PA I.D. #90512

BERNSTEIN LAW FIRM, P.C.  
2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. F0053876**

FILED <sup>No cc</sup>  
m 10:48 AM  
DEC 02 2005 

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M&T BANK, successor in interest to  
KEYSTONE FINANCIAL BANK, NA

No. 05-835-CD

Plaintiff,

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

**AFFIDAVIT OF SERVICE OF SCHEDULING ORDER**

COMMONWEALTH OF PENNSYLVANIA      )  
  )  
COUNTY OF CLEARFIELD              )      SS:  
  )

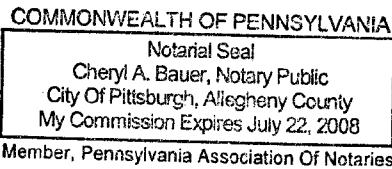
Before me, the undersigned authority, a notary public, personally appeared Lori A. Gibson, Esquire, who being duly sworn according to law, deposes and says that she caused a true and correct copy of the Scheduling Order for the above captioned case served on Michael J. Kerlin at P.O. Box 78, Lanse, PA 16849 and Melanie Kerlin a/k/a Melanie D. Cartwright at 2107 Morrisdale Allport Hwy, Philipsburg, PA 16866 by U.S. Mail PS form 3817. A true and correct copy of the certificates of mailing are attached hereto and made a part hereof.

Sworn to and subscribed  
before me this 23rd  
day of Nov, 2005.

Cheryle A. Bauer  
Notary Public

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
PA ID#68013  
2200 Gulf Tower  
Pittsburgh, PA 15219



**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Bernstein Law Firm, P.C.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

One piece of ordinary mail addressed to:

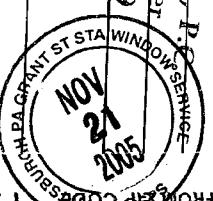
Melanie D. Kerlin  
Melanie D. Castusight  
2107 Marsdale Hilltop Hwy  
Philipsburg, PA 16861

PS Form 3817, January 2001

F0653876

<b>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
Bernstein Law Firm, P.C. Suite 2200 Gulf Tower Pittsburgh, PA 15219 (412) 456-8100	
One piece of ordinary mail addressed to:	
Michael J. Kerlin P.O. Box 78 Larose, PA 16849	

2615 MAILED FROM ZIP CODE 15222  
7420 \$00.900 NOV 21 05  
1071 U.S. POSTAGE PB2213659  
1631 U.S. POSTAGE PB2213659  
7420 \$00.900 NOV 21 05  
2616 MAILED FROM ZIP CODE 15222



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest to :  
KEYSTONE FINANCIAL BANK, :  
N.A. :

vs.

: No. 05-835-CD

MICHAEL A. KERLIN and MELANIE :  
KERLIN, a/k/a MELANIE :  
CARTWRIGHT :

**FILED** *acc Atty*  
*0/14/05 Lm*  
*DEC 07 2005 L.Gibson*  
*C. Pente*

William A. Shaw  
Prothonotary

ORDER

AND NOW, this 6<sup>th</sup> day of December, 2005, it is the ORDER  
of the Court that argument/hearing on Plaintiff's Motion for Alternate Service in  
the above matter has been re-scheduled from Wednesday, December 7, 2005, at  
3:00 P.M. to Friday, December 9, 2005, at 2:00 P.M. in Courtroom No. 1,  
Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

as the property of ELAINE ECKBERG, at the  
suit of NBOC BANK, NOW FIRST  
COMMONWEALTH BANK, JUDGMENT  
NO. 04-1603-CD.

Chester A. Hawkins, Sheriff.  
ADV. January 6th, 13th, 20th, 2006.

**SHERIFF'S SALE  
OF VALUABLE REAL ESTATE**

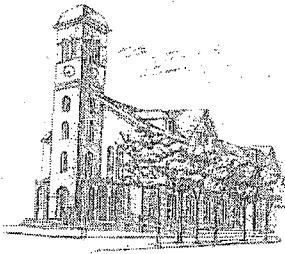
BY VIRTUE OF: Execution issued out of  
the Court of Common Pleas of Clearfield  
County, Pennsylvania and in me directed

BELOW, THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service, PA Bar Association, P.O. Box 186, Harrisburg, PA 17108. 1-800-692-7375.

BERNSTEIN LAW FIRM, P.C. 412-456-8161.



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest to KEYSTONE  
FINANCIAL BANK, NA,  
Plaintiff

vs.  
MICHAEL J. KERLIN and MELANIE KERLIN,  
a/k/a MELANIE D. CARTWRIGHT  
Defendants

NO. 05-835-CD

**ORDER**

NOW, this 9<sup>th</sup> day of December, 2005, the Plaintiff is granted leave to serve the Notice of Sheriff's Sale upon **Defendant, MICHAEL KERLIN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, PO Box 78, Lanse, PA 16849 and by posting the mortgaged premises known in this herein action as 2107 Morrisdale Allport Highway, a/k/a RR4, Box 268, Philipsburg, PA 16866.

BY THE COURT.

FREDRIC J. AMMERMAN  
President Judge

FILED 3cc  
of 1107601 Atty Gibson  
DEC 13 2005

 William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest to KEYSTONE  
FINANCIAL BANK, NA,

Plaintiff

\*

\*

\*

\*

NO. 05-835-CD

vs.  
MICHAEL J. KERLIN and MELANIE KERLIN ,  
a/k/a MELANIE D. CARTWRIGHT,

Defendants

\*

\*

\*

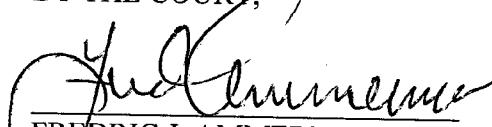
\*

\*

**AMENDED ORDER**

NOW, this 22<sup>nd</sup> day of December, 2005, the Plaintiff is granted leave to serve the Complaint in Mortgage Foreclosure Notice of Sheriff's Sale upon **Defendant, MICHAEL KERLIN** by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's last known address, PO Box 78, Lanse, PA 16849 and by posting the mortgaged premises known in this herein action as 2107 Morrisdale-Allport Highway, a/k/a RR 4, Box 268, Philipsburg, PA 16866.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 3 CC  
11/10/2005 Atty Gibson  
DEC 22 2005 SW

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest  
to KEYSTONE FINANCIAL BANK, NA

Plaintiff

No. 05-835-CD

vs.

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

PRAECIPE TO REINSTATE COMPLAINT

Defendant(s)

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
HEIDI A. KORDISH, ESQUIRE  
PA ID#90512

Bernstein Law Firm, P.C.

Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

**BERNSTEIN FILE NO. F0053876**

**FILED**  
M 11/03/06 Atty pd. 7.00  
JAN 03 2006 1 Compl. to  
Shff

William A. Shaw  
Prothonotary/Clerk of Courts

(GM)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK successor in interest  
to KEYSTONE FINANCIAL BANK, NA

Plaintiff,

vs.

Civil Action No. 05-835-CD

MICHAEL J. KERLIN AND  
MELANIE KERLIN AKA  
MELANIE D. CARTWRIGHT

Defendants

**PRAECIPE TO REINSTATE COMPLAINT**

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned matter.

BERNSTEIN LAW FIRM, P.C.

By   
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

**BERNSTEIN FILE NO. F0053876**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, successor in interest  
To KEYSTONE FINANCIAL BANK,

Plaintiff, No. 05-835-CD  
vs.

MICHAEL J. KERLIN AND  
MELANIE D. KERLIN A/K/A  
MELANIE D. CARTWRIGHT,

Defendants. FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

BERNSTEIN FILE NO. F0053876

NOTICE

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED NO cc  
10/10/32 BY  
FEB 22 2008 (W)

William A. Shaw  
Prothonotary/Clerk of Courts

NOTICE IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA CIVIL DIVISION NO. 05-835-CD M & T BANK successor in interest to KEYSTONE FINANCIAL BANK, NA Plaintiff Vs. MICHAEL J. KERLIN AND MELANIE D. KERLIN A/K/A MELANIE D. CARTWRIGHT Defendants TO: MICHAEL KERLIN. You are hereby notified that Plaintiff has filed an action against you seeking to foreclose a mortgage secured by your property located at 2107 Morrisdale Airport Hwy. a/k/a RR4 Box 268, Philipsburg, PA 16866, whereupon your property would be sold by the Sheriff of Clearfield County. NOTICE TO DEFEND You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you. By entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a Judgment may be entered against you by the Court, without further notice, for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Services  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

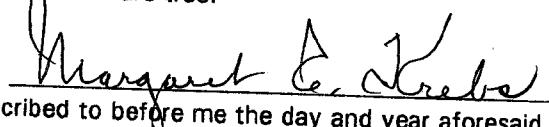
1:16-1d-b

## PROOF OF PUBLICATION

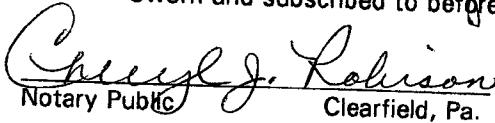
STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 17th day of January, A.D. 20 06, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of January 16, 2006.  
And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.



Sworn and subscribed to before me the day and year aforesaid.

  
Cheryl J. Robison  
Notary Public  
Clearfield, Pa.

My Commission Expires  
October 31, 2007

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Cheryl J. Robison, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Oct. 31, 2007  
Member, Pennsylvania Association Of Notaries

to do it then because it  
it's made much more (   
members don't get into p  
like I have."   
But Rep. Alan Mollo  
W.Va., the ranking Democ  
the House ethics committee  
told the AP better dis  
won't stop members from  
in a the village and never's a

NOTICE  
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PA  
CIVIL DIVISION  
NO. 05-835-CD

M & T BANK successor in interest to  
KEYSTONE FINANCIAL BANK, NA Plaintiff  
Vs.

MICHAEL J. KERLIN AND MELANIE D.  
KERLIN A/K/A MELANIE D. CARTWRIGHT  
Defendants.

TO: MICHAEL KERLIN. You are hereby  
notified that Plaintiff has filed an action  
against you seeking to foreclose a mortgage  
secured by your property located at 2107  
Morrisdale Airport Hwy., a/k/a RR4 Box 268,  
Philipsburg, PA 16866, whereupon your  
property would be sold by the Sheriff of  
Clearfield County.

NOTICE TO DEFEND

You have been sued in Court. If you  
wish to defend against the claims set forth in  
the following pages, you must take action  
within twenty (20) days after this Complaint  
and Notice are served upon you, by entering  
a written appearance personally or by  
attorney and filing in writing with the Court  
your defenses or objections to the claims set  
forth against you. You are warned that if you  
fail to do so the case may proceed without  
you and a Judgment may be entered against  
you by the Court, without further notice, for  
any money claimed in the Complaint or for  
any other claim or relief requested by the  
Plaintiff. You may lose money or property or  
other rights important to you.

YOU SHOULD TAKE THIS PAPER TO  
YOUR LAWYER AT ONCE. IF YOU DO  
NOT HAVE A LAWYER, GO TO OR  
TELEPHONE THE OFFICE SET FORTH

Clearfield, PA 16830

Second Publication

**McCLINCY, JENNIFER L.**, Dec'd  
Late of Mineral Springs  
Administratrix: **SHARON R. McCLINCY**  
Attorney:  
**BARBARA J. HUGNEY-SHOPE**  
23 North Second Street  
Clearfield, PA 16830

**HAMILTON, RALPH E.**, Dec'd  
Late of Madera  
Co-Administrators: **CAROL RICKETTS**  
**RICHARD J. HAMILTON**  
Attorney: **R. DENNING GEARHART**  
207 East Market Street  
Clearfield, PA 16830

**SPENCER, RAY L.**, Dec'd  
Late of Grampian  
Executrix: **MILDRED W. SPENCER**  
Attorney: **DAVID S. AMMERMAN**  
310 East Cherry Street  
Clearfield, PA 16830

First Publication

**APPLETON, EVELYN J.**, Dec'd  
Late of Curwensville  
Executor:  
**ALLEN CHRISTOPHER GUIHER**  
Attorney: **RICHARD A. BELL**  
318 East Locust Street  
PO Box 670  
Clearfield, PA 16830

**JACOX, REED A.**, Dec'd  
Late of Orrstown  
Executrix: **MARY TERESA KENDIG**  
Attorney: **MICHAEL P. YEAGER**  
PO Box 752  
Clearfield, PA 16830

F0053876

## PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

On this 20th day of January AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of January 20, 2006. Vol. 18 No. 3. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J Pusey  
Notary Public  
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Bernstein Law Firm P.C.

**CLEARFIELD COUNTY LEGAL JOURNAL  
PO BOX 521  
CLEARFIELD PA 16830**

**INVOICE**

Mortgage Foreclosure

M & T Bank vs. Michael Kerlin                    \$72.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, Successor in interest to KEYSTONE  
FINANCIAL BANK, N.A.,

Plaintiff,

vs.

Civil Action No. 05-835-CD

MICHAEL J. KERLIN and MELANIE KERLIN,  
A/k/a MELANIE D. CARTWRIGHT,

VERIFICATION OF SERVICE OF  
COMPLAINT IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013

Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

BERNSTEIN FILE NO. F0053876

FILED NO CC  
m110-3261  
FEB 22 2008 LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

M & T BANK, Successor in interest to KEYSTONE  
FINANCIAL BANK, N.A.,

Plaintiff,

vs.

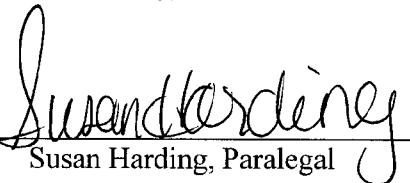
Civil Action No. 05-835-CD

MICHAEL J. KERLIN and MELANIE KERLIN,  
A/k/a MELANIE D. CARTWRIGHT,

Defendants.

VERIFICATION OF SERVICE OF COMPLAINT IN MORTGAGE FORECLOSURE

The undersigned, subject to the penalties of 18 Pa.C.S. {4904 relating to unsworn falsification to authorities), does hereby certify that the undersigned mailed a copy of the Complaint in Mortgage Foreclosure in the above-captioned matter by Certified U.S. Mail and U.S. Mail form 3817 to the Defendant, Michael J. Kerlin on January 6, 2006 as evidenced by a copy of the certified mail receipt and certificate of mailing, marked as Exhibit "A" and attached hereto.

  
\_\_\_\_\_  
Susan Harding, Paralegal

4964 7434 00004 18205 7005

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

5X Postage	\$ 1.29
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.34



**Sent To:** Michael Kerlin  
 Street, Apt. No. or PO Box No. P.O. Box 78  
 City, State, ZIP+4 Canse, PA 16829

PS Form 3800, June 2002      See Reverse for Instructions

EXHIBIT A

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

Bernstein Law Firm, P.C.

Suite 2200 Gulf Tower

Pittsburgh, PA 15272

(412) 456-8100

One piece of ordinary mail addressed to:

Michael Kerlin

P.O. Box 48

Lansdale, PA 16849

SH

PS Form 3817, January 2001

F0053874

U.S. POSTAGE  
1451 7471 2449  
\$00.900  
MAILED  
U.S. POSTAL SERVICE  
P 8 2 2 1 3 6 5 9  
P 0 6 0 6 1  
1 5 2 2 2  
JAN 6 2005  
U.S. POSTAL SERVICE

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Michael Kerlin  
P.O Box 78  
Lanser, PA 16849

S/H

2. 7005 1820 0004 7434 4680

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

W. Kerlin

 Agent Addressee

## B. Received by (Printed Name)

W. Kerlin

## C. Date of Delivery

1/10/06

## D. Is delivery address different from Item 1?

 Yes

If YES, enter delivery address below:

 No

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes

PS Form 3811, February 2004

Domestic Return Receipt

FO053876

102595-02-M-1840

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101125  
NO: 05-835-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: M&T BANK Successor in interest to Keystone Financial Bank

vs.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT

**SHERIFF RETURN**

---

NOW, January 06, 2006 AT 9:42 AM POSTED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE & ORDER AT 2107 MORRISDALE ALPORT HWY., PHILIPSBURG, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: HUNTER / NEVLING

**FILED**

02:47 01  
MAR 16 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101125  
NO: 05-835-CD  
SERVICES 1  
COMPLAINT IN MORTGAGE FORECLOSURE &

ORDER

PLAINTIFF: M&T BANK Successor in interest to Keystone Financial Bank

vs.

DEFENDANT: MICHAEL J. KERLIN AND MELANIE D. KERLIN aka MELANIE D. CARTWRIGHT

SHERIFF RETURN

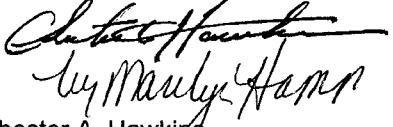
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BERNSTEIN	35556	10.00
SHERIFF HAWKINS	BERNSTEIN	35556	23.24

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2006



by, *Mailey Hamps*

Chester A. Hawkins  
Sheriff